

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

BLOCKCHAIN TECHNOLOGIES CORPORATION,

Plaintiff,

- against -

RVH INC. and ROBERT HERSKOWITZ,

Defendants.

Case No. 18-cv-09352 (AJN)

Hon. Alison J. Nathan

RVH INC. and ROBERT HERSKOWITZ,

Third-Party Plaintiffs,

v.

NIKOLAOS SPANOS a/k/a NICK SPANOS and THE  
SYNAPSE FOUNDATION d/b/a ZAP.ORG,

Third-Party Defendants.

**ANSWER TO COUNTERCLAIMS  
AND THIRD-PARTY COMPLAINT**

Plaintiff and Counterclaim Defendant BlockChain Technologies Corp. (“BTC”) and Third-Party Defendants Nikolaos Spanos (“Spanos”) and The Synapse Foundation d/b/a Zap.org (“Zap”), by and through their attorneys, as and for their Answer to the Counterclaims and Third-Party Complaint (the “Counterclaims and Third-Party Complaint”) of Defendants RVH Inc. (“RVH”) and Robert Herskowitz (“Herskowitz”), state and allege as follows:

1. Deny the allegations contained in paragraph 73 of the Counterclaims and Third-Party Complaint, except admit Herskowitz is a resident of the State of Florida and deny knowledge or information sufficient to form a belief as to the truth of the allegation that “Herskowitz is also the sole shareholder of defendant RVH, Inc.”

2. Deny the allegations contained in paragraph 74 of the Counterclaims and Third-Party Complaint, except admit Spanos is a resident of the State of New York with an address at 90 Thompson Street, Apt. 1A, New York, New York, that Spanos is President of BTC, and Spanos owns the majority of the issued shares of BTC.

3. Admit the allegations contained in paragraph 75 of the Counterclaims and Third-Party Complaint.

4. Admit the allegations contained in paragraph 76 of the Counterclaims and Third-Party Complaint.

5. No responsive pleading is required because the allegations contained in paragraph 77 of the Counterclaims and Third-Party Complaint call for legal conclusions.

6. Deny the allegations contained in paragraph 78 of the Counterclaims and Third-Party Complaint.

7. Deny the allegations contained in paragraph 79 of the Counterclaims and Third-Party Complaint.

8. Deny the allegations contained in paragraph 80 of the Counterclaims and Third-Party Complaint.

9. Deny the allegations contained in paragraph 81 of the Counterclaims and Third-Party Complaint.

10. Deny the allegations contained in paragraph 82 of the Counterclaims and Third-Party Complaint.

11. Deny the allegations contained in paragraph 83 of the Counterclaims and Third-Party Complaint.

12. Deny the allegations contained in paragraph 84 of the Counterclaims and Third-

Party Complaint.

13. Deny the allegations contained in paragraph 85 of the Counterclaims and Third-Party Complaint.

14. Deny the allegations contained in paragraph 86 of the Counterclaims and Third-Party Complaint.

15. Deny the allegations contained in paragraph 87 of the Counterclaims and Third-Party Complaint.

16. Deny the allegations contained in paragraph 88 of the Counterclaims and Third-Party Complaint.

17. Deny the allegations contained in paragraph 89 of the Counterclaims and Third-Party Complaint.

18. Deny the allegations contained in paragraph 90 of the Counterclaims and Third-Party Complaint.

19. Deny the allegations contained in paragraph 91 of the Counterclaims and Third-Party Complaint.

20. Deny the allegations contained in paragraph 92 of the Counterclaims and Third-Party Complaint.

21. Deny the allegations contained in paragraph 93 of the Counterclaims and Third-Party Complaint.

22. Deny the allegations contained in paragraph 94 of the Counterclaims and Third-Party Complaint.

23. Deny the allegations contained in paragraph 95 of the Counterclaims and Third-Party Complaint and refer to the Note, the Security Agreement, and the Shareholder Agreement

attached to the complaint in the above-captioned action (the “Complaint”) for their content, meaning, and import.

24. Deny the allegations contained in paragraph 96 of the Counterclaims and Third-Party Complaint except admit that the Note attached to the Complaint was executed on February 24, 2015.

25. Deny the allegations contained in paragraph 97 of the Counterclaims and Third-Party Complaint and refer to the Note attached to the Complaint for its content, meaning, and import.

26. Deny the allegations contained in paragraph 98 of the Counterclaims and Third-Party Complaint and refer to the Note attached to the Complaint for its content, meaning, and import.

27. Deny the allegations contained in paragraph 99 of the Counterclaims and Third-Party Complaint and refer to the Note attached to the Complaint for its content, meaning, and import.

28. Deny the allegations contained in paragraph 100 of the Counterclaims and Third-Party Complaint and refer to the Note attached to the Complaint for its content, meaning, and import.

29. Deny the allegations contained in paragraph 101 of the Counterclaims and Third-Party Complaint.

30. Deny the allegations contained in paragraph 102 of the Counterclaims and Third-Party Complaint and refer to the Note attached to the Complaint for its content, meaning, and import.

31. Deny the allegations contained in paragraph 103 of the Counterclaims and Third-

Party Complaint and refer to the Note attached to the Complaint for its content, meaning, and import.

32. Deny the allegations contained in paragraph 104 of the Counterclaims and Third-Party Complaint and refer to the Note attached to the Complaint for its content, meaning, and import.

33. Deny the allegations contained in paragraph 105 of the Counterclaims and Third-Party Complaint and refer to the Note attached to the Complaint for its content, meaning, and import.

34. Deny the allegations contained in paragraph 106 of the Counterclaims and Third-Party Complaint and refer to the Note attached to the Complaint for its content, meaning, and import.

35. Deny the allegations contained in paragraph 107 of the Counterclaims and Third-Party Complaint and refer to the Note attached to the Complaint for its content, meaning, and import.

36. Deny the allegations contained in paragraph 108 of the Counterclaims and Third-Party Complaint and refer to the Note attached to the Complaint for its content, meaning, and import.

37. Deny the allegations contained in paragraph 109 of the Counterclaims and Third-Party Complaint and refer to the Note attached to the Complaint for its content, meaning, and import, except admit the principal balance on the Note is \$110,000, plus interest.

38. Deny the allegations contained in paragraph 110 of the Counterclaims and Third-Party Complaint, except admit RVH transferred \$110,000 to BTC pursuant to a loan agreement that RVH failed to fulfill.

39. Deny the allegations contained in paragraph 111 of the Counterclaims and Third-Party Complaint.

40. Deny the allegations contained in paragraph 112 of the Counterclaims and Third-Party Complaint.

41. Admit the allegations contained in paragraph 113 of the Counterclaims and Third-Party Complaint and refer to the Note attached to the Complaint for its content, meaning and import.

42. Deny the allegations contained in paragraph 114 of the Counterclaims and Third-Party Complaint.

43. Deny the allegations contained in paragraph 115 of the Counterclaims and Third-Party Complaint, except admit that on or about February 24, 2015, BTC and RVH executed the Security Agreement attached to the Complaint.

44. Deny the allegations contained in paragraph 116 of the Counterclaims and Third-Party Complaint and refer to the Security Agreement attached to the Complaint for its content, meaning, and import.

45. Deny the allegations contained in paragraph 117 of the Counterclaims and Third-Party Complaint and refer to the Security Agreement attached to the Complaint for its content, meaning, and import.

46. Deny the allegations contained in paragraph 118 of the Counterclaims and Third-Party Complaint and refer to the Security Agreement attached to the Complaint for its content, meaning, and import.

47. Deny the allegations contained in paragraph 119 of the Counterclaims and Third-Party Complaint and refer to the Security Agreement attached to the Complaint for its content,

meaning, and import.

48. Deny the allegations contained in paragraph 120 of the Counterclaims and Third-Party Complaint and refer to the Security Agreement attached to the Complaint for its content, meaning, and import.

49. Deny the allegations contained in paragraph 121 of the Counterclaims and Third-Party Complaint and refer to the Security Agreement attached to the Complaint for its content, meaning, and import.

50. Deny the allegations contained in paragraph 122 of the Counterclaims and Third-Party Complaint and refer to the Security Agreement attached to the Complaint for its content, meaning, and import.

51. Deny the allegations contained in paragraph 123 of the Counterclaims and Third-Party Complaint, except admit that on or about February 24, 2015, Herskowitz and Spanos executed the Shareholder Agreement attached to the Complaint and refer to the Shareholder Agreement attached to the Complaint for its content, meaning, and import.

52. Deny the allegations contained in paragraph 124 of the Counterclaims and Third-Party Complaint and refer to the Shareholder Agreement attached to the Complaint for its content, meaning, and import.

53. Deny the allegations contained in paragraph 125 of the Counterclaims and Third-Party Complaint and refer to the Shareholder Agreement attached to the Complaint for its content, meaning, and import.

54. Deny the allegations contained in paragraph 126 of the Counterclaims and Third-Party Complaint and refer to the Shareholder Agreement attached to the Complaint for its content, meaning, and import.

55. Deny the allegations contained in paragraph 127 of the Counterclaims and Third-Party Complaint and refer to the Shareholder Agreement attached to the Complaint for its content, meaning, and import.

56. Deny the allegations contained in paragraph 128 of the Counterclaims and Third-Party Complaint and refer to the Shareholder Agreement attached to the Complaint for its content, meaning, and import.

57. Deny the allegations contained in paragraph 129 of the Counterclaims and Third-Party Complaint.

58. Deny the allegations contained in paragraph 130 of the Counterclaims and Third-Party Complaint.

59. Deny the allegations contained in paragraph 131 of the Counterclaims and Third-Party Complaint.

60. Deny the allegations contained in paragraph 132 of the Counterclaims and Third-Party Complaint.

61. Deny the allegations contained in paragraph 133 of the Counterclaims and Third-Party Complaint.

62. Deny the allegations contained in paragraph 134 of the Counterclaims and Third-Party Complaint.

63. Deny the allegations contained in paragraph 135 of the Counterclaims and Third-Party Complaint.

64. Deny the allegations contained in paragraph 136 of the Counterclaims and Third-Party Complaint, except admit that on July 18, 2018, RVH sent a letter to BTC and refer to the letter attached to the Complaint for its content, meaning, and import.

65. Deny the allegations contained in paragraph 137 of the Counterclaims and Third-Party Complaint.

66. Deny the allegations contained in paragraph 138 of the Counterclaims and Third-Party Complaint and refer to the letter dated August 7, 2018 from Peter R. Ginsberg to Herskwoitz, except admit the letter stated “there is at least one party with a properly-secured interest in certain of Blockchain’s intellectual property and, to the best of [Mr. Ginsberg’s] knowledge, you have not provided that party with the required notice of your intention to sell – and, as a result, attempt to compromise . . . that party’s lawful interests.”

67. Deny the allegations contained in paragraph 139 of the Counterclaims and Third-Party Complaint.

68. Deny the allegations contained in paragraph 140 of the Counterclaims and Third-Party Complaint.

69. Deny the allegations contained in paragraph 141 of the Counterclaims and Third-Party Complaint.

70. Deny the allegations contained in paragraph 142 of the Counterclaims and Third-Party Complaint.

71. Deny the allegations contained in paragraph 143 of the Counterclaims and Third-Party Complaint and refer to the Common Stock Purchase Agreement made effective September 30, 2015, by and between Spanos and Global Arena Holding, Inc., for its content, meaning, and import.

72. Deny the allegations contained in paragraph 144 of the Counterclaims and Third-Party Complaint and refer to the Shareholder Agreement attached to the Complaint for its content, meaning, and import.

73. Deny the allegations contained in paragraph 145 of the Counterclaims and Third-Party Complaint.

74. Deny the allegations contained in paragraph 146 of the Counterclaims and Third-Party Complaint.

75. Deny the allegations contained in paragraph 147 of the Counterclaims and Third-Party Complaint.

76. Deny the allegations contained in paragraph 148 of the Counterclaims and Third-Party Complaint.

77. Deny the allegations contained in paragraph 149 of the Counterclaims and Third-Party Complaint.

78. Deny the allegations contained in paragraph 150 of the Counterclaims and Third-Party Complaint.

79. Deny the allegations contained in paragraph 151 of the Counterclaims and Third-Party Complaint.

80. Deny the allegations contained in paragraph 152 of the Counterclaims and Third-Party Complaint.

#### **AS TO THE FIRST COUNTERCLAIM AGAINST PLAINTIFF**

81. As to paragraph 153 of the Counterclaims and Third-Party Complaint, repeat and make the same responses with respect to each and every allegation of the Counterclaims and Third-Party Complaint with the same force and effect as if repeated herein.

82. Deny the allegations contained in paragraph 154 of the Counterclaims and Third-Party Complaint and refer to the Note attached to the Complaint for its content, meaning, and import.

83. Deny the allegations contained in paragraph 155 of the Counterclaims and Third-Party Complaint and refer to the Note attached to the Complaint for its content, meaning, and import.

84. Deny the allegations contained in paragraph 156 of the Counterclaims and Third-Party Complaint and refer to the Note attached to the Complaint for its content, meaning, and import.

85. Deny the allegations contained in paragraph 157 of the Counterclaims and Third-Party Complaint and refer to the Note attached to the Complaint for its content, meaning, and import.

86. Deny the allegations contained in paragraph 158 of the Counterclaims and Third-Party Complaint.

87. Deny the allegations contained in paragraph 159 of the Counterclaims and Third-Party Complaint.

88. Deny the allegations contained in paragraph 160 of the Counterclaims and Third-Party Complaint.

89. Deny the allegations contained in paragraph 161 of the Counterclaims and Third-Party Complaint.

90. Deny the allegations contained in paragraph 162 of the Counterclaims and Third-Party Complaint.

91. Deny the allegations contained in paragraph 163 of the Counterclaims and Third-Party Complaint.

92. Deny the allegations contained in paragraph 164 of the Counterclaims and Third-Party Complaint.

93. Deny the allegations contained in paragraph 165 of the Counterclaims and Third-Party Complaint.

94. Deny the allegations contained in paragraph 166 of the Counterclaims and Third-Party Complaint.

95. Deny the allegations contained in paragraph 167 of the Counterclaims and Third-Party Complaint.

96. Deny the allegations contained in paragraph 168 of the Counterclaims and Third-Party Complaint.

97. Deny the allegations contained in paragraph 168 of the Counterclaims and Third-Party Complaint.

98. Deny the allegations contained in paragraph 169 of the Counterclaims and Third-Party Complaint.

99. Deny the allegations contained in paragraph 170 of the Counterclaims and Third-Party Complaint.

100. Deny the allegations contained in paragraph 171 of the Counterclaims and Third-Party Complaint.

101. Deny the allegations contained in paragraph 172 of the Counterclaims and Third-Party Complaint.

#### **AS TO THE SECOND COUNTERCLAIM AGAINST PLAINTIFF**

102. As to paragraph 173 of the Counterclaims and Third-Party Complaint, repeat and make the same responses with the same force and effect as if repeated herein.

103. Deny the allegations contained in paragraph 174 of the Counterclaims and Third-

Party Complaint.

104. Deny the allegations contained in paragraph 175 of the Counterclaims and Third-Party Complaint.

105. Deny the allegations contained in paragraph 176 of the Counterclaims and Third-Party Complaint.

106. Deny the allegations contained in paragraph 177 of the Counterclaims and Third-Party Complaint.

107. Deny the allegations contained in paragraph 178 of the Counterclaims and Third-Party Complaint.

**AS TO THE THIRD COUNTERCLAIM AGAINST PLAINTIFF**

108. As to paragraph 179 of the Counterclaims and Third-Party Complaint, repeat and make the same responses with the same force and effect as if repeated herein.

109. Deny the allegations contained in paragraph 180 of the Counterclaims and Third-Party Complaint and refer to the Note attached to the Complaint for its content, meaning, and import.

110. Deny the allegations contained in paragraph 181 of the Counterclaims and Third-Party Complaint.

111. Deny the allegations contained in paragraph 182 of the Counterclaims and Third-Party Complaint.

112. Deny the allegations contained in paragraph 183 of the Counterclaims and Third-Party Complaint.

113. Deny the allegations contained in paragraph 184 of the Counterclaims and Third-Party Complaint.

114. Deny the allegations contained in paragraph 185 of the Counterclaims and Third-Party Complaint.

115. Deny the allegations contained in paragraph 186 of the Counterclaims and Third-Party Complaint.

116. Deny the allegations contained in paragraph 187 of the Counterclaims and Third-Party Complaint.

117. Deny the allegations contained in paragraph 188 of the Counterclaims and Third-Party Complaint.

118. Deny the allegations contained in paragraph 189 of the Counterclaims and Third-Party Complaint.

119. Deny the allegations contained in paragraph 190 of the Counterclaims and Third-Party Complaint.

120. Deny the allegations contained in paragraph 191 of the Counterclaims and Third-Party Complaint except refer to the pleadings for their content, meaning, and import.

121. Deny the allegations contained in paragraph 192 of the Counterclaims and Third-Party Complaint.

122. Deny the allegations contained in paragraph 193 of the Counterclaims and Third-Party Complaint.

#### **AS TO THE FOURTH COUNTERCLAIM AGAINST PLAINTIFF**

123. As to paragraph 194 of the Counterclaims and Third-Party Complaint, repeat and make the same responses with the same force and effect as if repeated herein.

124. Deny the allegations contained in paragraph 195 of the Counterclaims and Third-

Party Complaint and refer to the Security Agreement attached to the Complaint for its content, meaning, and import.

125. Deny the allegations contained in paragraph 196 of the Counterclaims and Third-Party Complaint and refer to the Security Agreement attached to the Complaint for its content, meaning, and import.

126. Deny the allegations contained in paragraph 197 of the Counterclaims and Third-Party Complaint and refer to the Security Agreement attached to the Complaint for its content, meaning, and import.

127. Deny the allegations contained in paragraph 198 of the Counterclaims and Third-Party Complaint and refer to the Security Agreement attached to the Complaint for its content, meaning, and import.

128. Deny the allegations contained in paragraph 199 of the Counterclaims and Third-Party Complaint.

129. Deny the allegations contained in paragraph 200 of the Counterclaims and Third-Party Complaint, except admit RVH sent BTC a letter improperly purporting to be a notice of sale of the Pledged Property.

130. Admit the allegations contained in paragraph 201 of the Counterclaims and Third-Party Complaint.

131. Deny the allegations contained in paragraph 202 of the Counterclaims and Third-Party Complaint.

132. Deny the allegations contained in paragraph 203 of the Counterclaims and Third-Party Complaint except refer to the pleadings for their content, meaning, and import.

133. Deny the allegations contained in paragraph 204 of the Counterclaims and Third-

Party Complaint.

134. Deny the allegations contained in paragraph 205 of the Counterclaims and Third-Party Complaint.

**AS TO THE FIFTH COUNTERCLAIM AND  
FIRST THIRD-PARTY CLAIM AGAINST SPANOS**

135. As to paragraph 206 of the Counterclaims and Third-Party Complaint, repeat and make the same responses with the same force and effect as if repeated herein.

136. Deny the allegations contained in paragraph 207 of the Counterclaims and Third-Party Complaint.

137. Deny the allegations contained in paragraph 208 of the Counterclaims and Third-Party Complaint.

138. Deny the allegations contained in paragraph 209 of the Counterclaims and Third-Party Complaint.

139. Deny the allegations contained in paragraph 210 of the Counterclaims and Third-Party Complaint.

140. Deny the allegations contained in paragraph 211 of the Counterclaims and Third-Party Complaint.

**AS TO THE SIXTH COUNTERCLAIM AGAINST PLAINTIFF AND  
SECOND THIRD-PARTY CLAIM AGAINST SPANOS**

141. As to paragraph 212 of the Counterclaims and Third-Party Complaint, repeat and make the same with the same force and effect as if repeated herein.

142. Deny the allegations contained in paragraph 213 of the Counterclaims and Third-Party Complaint.

143. Deny the allegations contained in paragraph 214 of the Counterclaims and Third-

Party Complaint.

144. Deny the allegations contained in paragraph 215 of the Counterclaims and Third-Party Complaint.

145. Deny the allegations contained in paragraph 216 of the Counterclaims and Third-Party Complaint.

146. Deny the allegations contained in paragraph 217 of the Counterclaims and Third-Party Complaint.

147. Deny the allegations contained in paragraph 218 of the Counterclaims and Third-Party Complaint.

148. Deny the allegations contained in paragraph 219 of the Counterclaims and Third-Party Complaint.

149. Deny the allegations contained in paragraph 220 of the Counterclaims and Third-Party Complaint.

150. Deny the allegations contained in paragraph 221 of the Counterclaims and Third-Party Complaint.

151. Deny the allegations contained in paragraph 222 of the Counterclaims and Third-Party Complaint.

152. Deny the allegations contained in paragraph 223 of the Counterclaims and Third-Party Complaint.

**AS TO THE SEVENTH COUNTERCLAIM AGAINST PLAINTIFF AND  
THIRD THIRD-PARTY CLAIM AGAINST SPANOS**

153. As to paragraph 224 of the Counterclaims and Third-Party Complaint, repeat and make the same responses with the same force and effect as if repeated herein.

154. Deny the allegations contained in paragraph 225 of the Counterclaims and Third-Party Complaint.

155. Deny the allegations contained in paragraph 226 of the Counterclaims and Third-Party Complaint.

156. Deny the allegations contained in paragraph 227 of the Counterclaims and Third-Party Complaint.

157. Deny the allegations contained in paragraph 228 of the Counterclaims and Third-Party Complaint.

158. Deny the allegations contained in paragraph 229 of the Counterclaims and Third-Party Complaint.

**AS TO THE EIGHTH COUNTERCLAIM AGAINST PLAINTIFF AND ‘FOURTH THIRD-PARTY CLAIM AGAINST SPANOS AND ZAP**

159. As to paragraph 230 of the Counterclaims and Third-Party Complaint, repeat and make the same responses with the same force and effect as if repeated herein.

160. Deny the allegations contained in paragraph 231 of the Counterclaims and Third-Party Complaint.

161. Deny the allegations contained in paragraph 232 of the Counterclaims and Third-Party Complaint.

162. Deny the allegations contained in paragraph 233 of the Counterclaims and Third-Party Complaint.

163. Deny the allegations contained in paragraph 234 of the Counterclaims and Third-Party Complaint and refer to the Shareholder Agreement attached to the Complaint for its content, meaning, and import.

164. Deny the allegations contained in paragraph 235 of the Counterclaims and Third-Party Complaint.

165. Deny the allegations contained in paragraph 236 of the Counterclaims and Third-Party Complaint.

166. Deny the allegations contained in paragraph 237 of the Counterclaims and Third-Party Complaint.

167. Deny the allegations contained in paragraph 238 of the Counterclaims and Third-Party Complaint.

168. Deny the allegations contained in paragraph 239 of the Counterclaims and Third-Party Complaint.

169. Deny the allegations contained in paragraph 240 of the Counterclaims and Third-Party Complaint.

170. Deny the allegations contained in paragraph 241 of the Counterclaims and Third-Party Complaint.

**AS TO THE NINTH COUNTERCLAIM AGAINST PLAINTIFF AND FIFTH THIRD-PARTY CLAIM AGAINST SPANOS AND ZAP**

171. As to paragraph 242 of the Counterclaims and Third-Party Complaint, repeat and make the same responses with the same force and effect as if repeated herein.

172. Deny the allegations contained in paragraph 243 of the Counterclaims and Third-Party Complaint.

173. Deny the allegations contained in paragraph 244 of the Counterclaims and Third-Party Complaint.

174. Deny the allegations contained in paragraph 245 of the Counterclaims and Third-

Party Complaint.

175. Deny the allegations contained in paragraph 246 of the Counterclaims and Third-Party Complaint.

**AS TO THE TENTH COUNTERCLAIM AGAINST PLAINTIFF AND SIXTH THIRD-PARTY CLAIM AGAINST SPANOS**

176. As to paragraph 247 of the Counterclaims and Third-Party Complaint, repeat and make the same responses with the same force and effect as if repeated herein.

177. Deny the allegations contained in paragraph 248 of the Counterclaims and Third-Party Complaint and refer to the Shareholder Agreement attached to the Complaint for its content, meaning, and import.

178. Deny the allegations contained in paragraph 249 of the Counterclaims and Third-Party Complaint.

179. Deny the allegations contained in paragraph 250 of the Counterclaims and Third-Party Complaint.

180. Deny the allegations contained in paragraph 251 of the Counterclaims and Third-Party Complaint.

**AS TO THE TENTH COUNTERCLAIM AGAINST PLAINTIFF AND SIXTH THIRD-PARTY CLAIM AGAINST SPANOS**

181. As to paragraph 252 of the Counterclaims and Third-Party Complaint, repeat and make the same responses with the same force and effect as if repeated herein.

182. Deny the allegations contained in paragraph 253 of the Counterclaims and Third-Party Complaint.

183. Deny the allegations contained in paragraph 254 of the Counterclaims and Third-Party Complaint.

184. Deny the allegations contained in paragraph 255 of the Counterclaims and Third-Party Complaint and refer to the Common Stock Purchase Agreement made effective September 30, 2015, by and between Spanos and Global Arena Holding, Inc., for its content, meaning, and import.

185. Deny the allegations contained in paragraph 256 of the Counterclaims and Third-Party Complaint.

186. Deny the allegations contained in paragraph 257 of the Counterclaims and Third-Party Complaint.

187. Deny the allegations contained in paragraph 258 of the Counterclaims and Third-Party Complaint.

188. Deny the allegations contained in paragraph 259 of the Counterclaims and Third-Party Complaint.

189. Deny the allegations contained in paragraph 260 of the Counterclaims and Third-Party Complaint.

190. Deny the allegations contained in paragraph 261 of the Counterclaims and Third-Party Complaint.

#### **FIRST AFFIRMATIVE DEFENSE**

The claims set forth in the Counterclaims and Third-Party Complaint fail to state a claim upon which relief can be granted.

#### **SECOND AFFIRMATIVE DEFENSE**

The claims set forth in the Counterclaims and Third-Party Complaint are barred in whole or in part by laches.

### **THIRD AFFIRMATIVE DEFENSE**

The claims set forth in the Counterclaims and Third-Party Complaint are barred in whole or in part by estoppel.

### **FOURTH AFFIRMATIVE DEFENSE**

The claims set forth in the Counterclaims and Third-Party Complaint are barred in whole or in part by waiver.

### **FIFTH AFFIRMATIVE DEFENSE**

The claims set forth in the Counterclaims and Third-Party Complaint are barred in whole or in part by virtue of Counterclaim and Third-Party Plaintiffs' unclean hands and fraud.

### **SIXTH AFFIRMATIVE DEFENSE**

The claims set forth in the Counterclaims and Third-Party Complaint are barred in whole or in part based upon documentary evidence.

### **SEVENTH AFFIRMATIVE DEFENSE**

The claims set forth in the Counterclaims and Third-Party Complaint are barred in whole or in part by acquiescence.

### **EIGHTH AFFIRMATIVE DEFENSE**

The claims set forth in the Counterclaims and Third-Party Complaint are barred in whole or in part because Counterclaim and Third-Party Plaintiffs' damages, if any, were caused by Counterclaim and Third-Party Plaintiffs.

### **NINTH AFFIRMATIVE DEFENSE**

The claims set forth in the Counterclaims and Third-Party Complaint are barred in whole or in part because Counterclaim and Third-Party Plaintiffs committed material breaches of the contracts referenced in and relied on in the Counterclaims and Third-Party Complaint, including

the Note, the Security Agreement, and the Shareholder Agreement.

**TENTH AFFIRMATIVE DEFENSE**

The claims set forth in the Counterclaims and Third-Party Complaint are barred in whole or in part by virtue of illegality either by statute or common law.

**ELEVENTH AFFIRMATIVE DEFENSE**

The claims set forth in the Counterclaims and Third-Party Complaint are barred in whole or in part by virtue of Counterclaim and Third-Party Plaintiffs' failure to mitigate its damages.

**TWELFTH AFFIRMATIVE DEFENSE**

The claims against Zap set forth in the Third-Party Complaint are barred because this Court lacks personal jurisdiction over Zap.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff and Counterclaim Defendant BlockChain Technologies Corp. and Third-Party Defendants Nikolaos Spanos, and The Synapse Foundation d/b/a Zap.org pray for judgment dismissing the Counterclaims and Third-Party Complaint with prejudice, and awarding such other and further relief as the Court deems just and proper.

Dated: New York, New York  
December 17, 2018

ROBINSON BROG LEINWAND GREENE  
GENOVESE & GLUCK P.C.

By: /s/ Nicholas M. Menasché  
Peter R. Ginsberg  
Nicholas M. Menasché

875 Third Avenue, 9<sup>th</sup> Floor  
New York, New York 10022  
(212) 603-6300  
prg@robinsonbrog.com  
nmm@robinsonbrog.com

*Attorneys for BlockChain Technologies Corp.,  
Nikolaos Spanos, and The Synapse Foundation  
d/b/a Zap.org*